

EMPLOYMENT

AGREEMENT

between

TOWN OF RAMAPO

and

Mona Montal

1-1-2018 To 12-31-2021

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into as of this _____ day of October 2018 (the “Effective Date”), by and between The Town of Ramapo, a Municipal Corporation of the State of New York (“the “Town”) having an office for the conduct of business at 237 Route 59, Suffern, New York 10901 (“Town Hall”) and Mona Montal (the “Employee”) residing in the Town of Ramapo, New York and currently employed by the Town at Town Hall.

PREAMBLE

WHEREAS, the Employee has considerable experience, expertise and training in matters related to municipal purchasing, municipal governance and municipal budgetary issues as well as municipal administrative matters and has previously assisted the Town which such expertise so that the Town wishes to induce the Employee to continue in her employment with the Town in a manner that is reflected in the terms of this Agreement; and

WHEREAS, the Town desires for the Employee to remain in her duties and positions as Director of Purchasing (Permanent Competitive), Chief of Staff and Budget Coordinator (collectively the “Position”) and to continue to accept employment, subject to and on the terms and conditions set forth in this Agreement; and

WHEREAS, the Town and the Employee have read and understood the terms and provisions set forth in this Agreement and have been afforded a reasonable opportunity to review this Agreement with their respective legal counsel.

WHEREAS, the Town pursuant to Resolution No. 2018-508 has authorized that an Employment Agreement be entered into between the Town and the Employee;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Town and the Employee agree as follows:

ARTICLE 1
TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 2018 to December 31, 2021. Within 90 days before the expiration of said Term, but not less than 60 days before its expiration, all parties to this agreement shall notify the other if this Agreement is not to renew for the same Four Year Term. Unless either party shall notify the other party within said time frame that this Agreement shall not so renew, then and in that event this Agreement shall automatically be extended for an additional four years with the compensation and benefits set forth herein being the base, but with such additional compensation and benefits as provided for in the CSEA contract in existence at the time of the extension.

ARTICLE 2

DIRECTOR OF PURCHASING – CHIEF OF STAFF – BUDGET COORDINATOR

During the term of this Agreement, the Employee shall be employed in the aforesaid Position as Director of Purchasing (Permanent Competitive), Chief of Staff and Budget Coordinator with the same duties as currently so employed and in no other capacities or for no other duties unless agreed by the Parties to this Agreement in writing.

ARTICLE 3
SALARY

3.1 Base Salary

The Base Salary of the Employee for 1/1/2018 will remain at \$157,057.

Each subsequent year of the agreement the Base Salary will be increased by the same percentage as the CSEA Agreement in effect at that time.

3.2 Longevity Benefit

Notwithstanding the longevity increment in the CSEA Agreement, the Employee agrees to accept only one longevity increment of 5% of the Base Salary as set forth in 3.1. Said longevity shall be paid to the Employee, in recognition of the Employee's time in service. The Employee will continue to receive the 5% longevity each year of this Agreement.

ARTICLE 4

Vehicle

4.1 Vehicle

The Town agrees to furnish, at the Town's sole cost, to the Employee a vehicle that is suitable for the position of the Employee with the Town. The Parties agree that since the Employee is a full time Town employee who is on call seven (7) days a week, twenty-four (24) hours a day that said Employee is authorized to utilize the above Town vehicle seven (7) days a week, twenty-four hours a day. This vehicle furnished by the Town shall not be marked.

ARTICLE 5

VACATIONS AND HOLIDAYS

5.1 Vacations

Vacation days should generally be used during the year earned, but with the balance of up to 50 days allowed to be banked by the Employee, which shall be paid upon retirement. Unless used or otherwise banked as set forth herein, any unused or credited vacation days each year may

be used through March 31st of the following year. At the option of the Employee, any unused vacation days maybe carried over or converted to sick time. Any carry over or credit taken for more than two (2) years must have the consent of the Town Supervisor. Vacation buy-back is allowed up to 140 hours per year. The Employee, because of the 24/7 availability on call of the Employee, shall receive thirty-three (33) vacation days per year for the first year of this Agreement and said vacation days shall be increased by 2 additional days for each and every year thereafter under this Agreement. The Employee is permitted to utilize said vacation days as individual days or otherwise and shall have full discretion in determining when and how such vacation days may be taken.

5.2 Holidays

In addition to any other benefits, the Employee shall be entitled to take the following as paid Holidays:

- | | | | |
|----|-------------------------|-----|---------------------------|
| 1. | New Year's Day | 7. | Labor Day |
| 2. | M.L. King, Jr. Birthday | 8. | Columbus Day |
| 3. | President's Day | 9. | General Election Day |
| 4. | Christmas | 10. | Veteran's Day |
| 5. | Memorial Day | 11. | Thanksgiving |
| 6. | Fourth of July | 12. | Friday After Thanksgiving |

If the Employee has documented working on any of the aforementioned holidays, the Employee shall have at the Employee's option the right to receive payment at the regular compensation (salary plus longevity) for such day, or at the Employee's option, to receive an additional day of vacation in the calendar year in which the holiday occurs or in the ensuing calendar year if the holiday falls in the second half of the calendar year. The Employee may elect the option of payment before the first pay period in June and/or the first pay period in December (or any other time the Employee elects) and payment shall be made by the second pay period after

the exercise of the option and shall be made, separate and distinct from the Employee's regular salary check.

5.3 Personal Leave

The Employee in addition to all other benefits, shall be entitled to the following Personal Leave time.

- (a) Personal leave with pay is permitted for personal reasons, including religious observance without charge against any accumulated vacation time.
- (b) The Employee shall be credited annually with ten (10) personal leave days.
- (c) Earned personal days may be purchased (base salary plus longevity) at the rate of one day for every day of unused personal leave. The Employee may file for said personal leave buyout during the first December payroll with payment during the first payroll of the following year. Personal leave buyout shall be filed in full day increments. Any unused personal days shall automatically roll to sick leave at the end of the year.

5.4 Death Leave

Leave for the death of a member of the Employee's immediate family shall be five (5) days. A member of the immediate family shall be defined as spouse, parent, parent-in-law, child or sibling.

ARTICLE 6 **HOURS OF WORK**

6.1 Regular Work Schedule

The Employee shall be required to work a thirty-five (35) hour work week with a flexible schedule generally from Monday through Friday within the time frame of 9:00 A.M. to 5:00 P.M. so as to allow for her maximum availability as necessary to all Town Officials, employees and

members of the public. The actual days and times worked will be determined by the Employee in her reasonable discretion. In addition, the Employee shall be available on call as necessary 24 hours a day, 7 days a week on a cell phone paid or reimbursed by the Town.

ARTICLE 7 **COMPENSATORY TIME**

7.1 Civil Summons

In cases other than those in which the Employee has commenced a proceeding against the Town, its officers, employees and/or agents, whenever the Employee is required to be in Court or attend a Court related proceeding concerning a matter arising out of the course of employment, the Employee shall receive compensatory time on an hour-for-hour basis with a minimum of four (4) hours for all time required as a result of such matter if such time is other than during the Employee's regularly scheduled work day.

7.2 Compensatory Days

Compensatory Time shall be granted in instances where the Employee performs duties including, but not limited to, mandated municipal events, matters of public safety (including but not limited to responding to police related incidents, civil disasters and emergencies, meetings of local or regional law enforcement and/or government officials), media briefings, public informational meetings, and mandatory training during periods other than normal scheduled work week activities. Compensatory time shall be earned on a straight time, hour for hour basis, with minimum of (4) hours per event involved. The Employee may not exceed 168 hours (24 days) of compensatory time in any calendar year unless otherwise approved by the Town Supervisor. Compensatory Time maybe carried over from year to year, but the Employee shall be paid for

compensatory time earned at the then current compensation (salary plus longevity). With the consent of the Town Supervisor, the Employee may elect to use any portion of the accrued time as time off as an alternative to being paid.

ARTICLE 8 **HEALTH INSURANCE AND MEDICAL PLAN**

8.1 Health Insurance and Medical Plan

(a) The Town will provide, at no cost to the Employee, the Empire Plan (CORE plus enhancements) to said Employee and eligible family members. Upon retirement or any other separation of employment from the Town, the Town shall, at no cost to the Employee during her lifetime, in light of her more than 10 years of service to the Town, continue to provide the said Empire Plan (CORE plus enhancements) or equivalent plan to said Employee and eligible family members. Any substantial change in the plan must be approved by the Employee. Notwithstanding the foregoing, if the Employee predeceases any eligible family members, the Town shall only continue said eligible family members' coverage, at no cost to the eligible family members, for a maximum of twenty-four (24) months after the Employee's death.

(b) As required by the Town's current contract with NYSHIP and any future contract with any other insurance provider, retiree and their spouse, who are over the age of 65, are eligible to be reimbursed by the Town for Medicare Part B fees. The retiree must send to the Finance Department a copy of their Medicare card and the annual letter from Social Security indicating their cost for Medicare Part B.

8.2 Vision Program

The Town shall provide the Employee and any eligible family members the same vision plan made available by any CSEA Agreement with the Town.

8.3 Dental Plan

The Town shall provide the Employee and any eligible family members the same dental plan made available by any CSEA Agreement with the Town.

8.4 Cafeteria Flex 125 Spending Account

The Town will provide at no cost to the Employee an IRS Section 125 Cafeteria Spending Plan, during the Term of this Agreement. This Plan shall mirror the Cafeteria Spending Plan agreed to between the Town and in any Labor Relations Agreement over the same period.

ARTICLE 9 **DISCIPLINARY PROCEEDINGS**

Any and all disciplinary hearings held by the Town with regard to the discipline of the Employee shall be held in conformance with the provisions of all applicable New York State Law.

ARTICLE 10 **GROUP LIFE INSURANCE**

For the term of this Agreement, the Employee shall be provided the same Group Life Insurance Plan as provided to any other Town Non-Police Employee for the same period.

ARTICLE 11 **SICK LEAVE**

The Employee shall be entitled to of 18 sick days (leave) per year. Unused sick leave maybe accrued. In the event that any CSEA Agreement with the Town shall provide for additional

sick leave, then and in that event the Employee shall also receive such additional sick time. The Town shall have the right to investigate any claim of said sickness and may also require from the Employee a certificate from a medical provider if the Employee is absent from work for a period of more than ten (10) consecutive days that is related to any diagnosis, prognosis and anticipated period of illness as well as recovery therefrom. Application of unused sick leave as additional service credit shall be granted upon retirement pursuant to Sec. 41j of NYS Retirement Law. Allowable unused sick leave credit will be limited to 165 days applied as additional service credit. Unused sick leave in excess of 165 days up to a maximum of 50 days shall be paid to the Employee upon retirement or to the Estate of the Employee who dies active.

ARTICLE 12 **RIGHTS OF THE EMPLOYEE**

The Employee shall be accorded all rights of any and all other Employees of the Town. During the term of this Agreement, the Town shall defend and indemnify the Employee against all employment related judgments, penalties, disciplinary or other charges, fines, amounts paid in settlement as well as reasonable expenses (including, but not limited to, attorneys' fees of the Employee) incurred by the Employee to the fullest extent permissible under the law.

ARTICLE 13 **SAVINGS CLAUSE**

Should any term or provision of this Agreement be in conflict with any New York State or Federal statute or other applicable law or regulation binding upon the Town, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Agreement will continue in full force and effect. This savings clause shall also entitle the Employee to save and have the benefit of any current or future employment rights or benefits provided for in any current or future employment agreement between the Town and any of its employees at any time. It is the

intention of the parties to this agreement that the provisions of this Agreement shall provide for the minimum level of benefits provided by the Town to the Employee.

ARTICLE 14
ENTIRE AGREEMENT

Unless required by law, either the Town nor the Employee shall not be bound by any obligation or requirement that is not specifically set forth in this Agreement. The parties acknowledge and agree that the failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that particular provision, or of any other provisions of this Agreement. The parties acknowledge and agree that this Agreement and the other agreements and plans referenced herein constitute the complete and entire agreement between the parties.

ARTICLE 15
STATUTORY PROVISION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law shall not become effective until the appropriate legislative body has given approval. Notwithstanding the same, the Town recognizes that the duration of this Agreement shall be fully binding on the Town during all years referenced in this Agreement and the foregoing is a material term of this Agreement.

ARTICLE 16
WORK RELATED INJURIES

The Employee shall be entitled to all benefits and compensation provided by the Town to all other Town Employees during the term of this Agreement, by practice, procedure or other rule

and regulation, not specifically provided for in this Agreement, including but not limited to any and all benefits under the Workers Compensation Law.

ARTICLE 17
TERMINATION OF AGREEMENT

The employment relationship between the TOWN and EMPLOYEE shall be continuous and consistent with the terms established herein.

ARTICLE 18
RETIREMENT

The Employee shall be entitled to any and all retirement and pension rights under any and all provisions of law, including but not limited to, all retirement benefits allowed in any agreement between the Town and the CSEA.

IN WITNESS WHEREOF, the Town and the Employee have executed this Agreement
on the above referenced date and year.

MONA MONTAL

MONA MONTAL

TOWN OF RAMAPO

By: Michael B. Specht
Supervisor



Town Board
237 Rt 59
Suffern, NY 10901

Meeting: 10/10/18 06:00 PM
DOC ID: 4892

ADOPTED

2018-508

Approval of Agreement - Director of Purchasing

WHEREAS, the Town Board of the Town of Ramapo, by Resolution No. 18- 476, discussed and determined that the Town Board seeks to enter into agreements with various classifications of Non-CSEA and Non-PBA employees and,

WHEREAS, a recommended agreement has been negotiated and is substantially similar to and consistent with material provisions of certain existing agreements including the CSEA, PBA Contracts/ Agreements as well as the Command Staff agreements and

WHEREAS, many Municipalities have agreements with this type of classification of employee agreements to best promote the interests of the Municipality and its resident taxpayers to maintain a stable and professional staff, and

WHEREAS, the Town Board places value on professionalism and wants to recognize longevity and continuity of said classification of employees as permitted by law, and

WHEREAS, the Town Board has reviewed the terms of the recommended Agreement and the form of the Agreement has been reviewed by the Office of the Town Attorney,

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Ramapo, that the Supervisor is hereby authorized to execute said recommended Agreement with **MONA MONTAL**, an employee who has a Civil Service Competitive Permanent status as the Director of Purchasing, but also serves as the Chief of Staff and Budget Coordinator for the Town of Ramapo.

RESULT:	ADOPTED [UNANIMOUS]
MOVED:	Michael Rossman, Councilman
SECONDER:	Brendel Charles, Councilwoman
AYES:	Specht, Charles, Rossman, Wanounou, Weissmandl